

MORTGAGE

THIS MORTGAGE is made this 13th day of July, 1984, between the Mortgagor, Robert F. Tollison and Deloris K. Tollison, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Six Thousand Five Hundred Eighty Dollars & 98/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1999.....;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of GREENVILLE, State of South Carolina.

ALL that lot of land situate on the southern side of Five Oaks Drive in the County of Greenville, State of South Carolina being shown as Lot No. 3 on a plat of Batesville Forest Subdivision, Sec. 1, dated January 13, 1978, prepared by Freeland & Associates, recorded in Plat Book 6-H at page 46 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Five Oaks Drive at the joint front corner of Lot 2 and Lot 3 and running thence with Lot 2 S. 2-30 W. 382 feet to an iron pin at the joint rear corner of Lot 1 and Lot 3; thence N. 87-20 W. 461 feet to an iron pin at the joint rear corner of Lot 3 and Lot 4; thence with Lot 4 N. 45-58 E. 575.1 feet to an iron pin on Five Oaks Drive; thence with said drive S. 58-09 E. 75 feet to the point of beginning.

THIS conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.

DERIVATION: This being the same property conveyed to the mortgagor by deed of Threatt Enterprises, Inc., and recorded in the RMC Office of Greenville County dated January 30, 1980 in Book 1119 Page 759.

This is a second mortgage and junior in lien to that mortgage executed by Robert F. Tollison and Deloris K. Tollison to First Federal Savings & Loan of South Carolina which mortgage is recorded in the RMC Office of Greenville County in Book No. 1537 Page 127 Date 3 April 81.

which has the address of Rt. 5, Five Oaks Dr. Greer,
(Street) (City)
South Carolina 29651 (herein "Property Address");
(State and Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.